

CITY OF SAN ANTONIO

Public Works Department



**Initial Request for Participation
("IRFP")**

for

Professional Appraisal Services Providers

December 2003

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I. BACKGROUND

The City of San Antonio (City) engages in numerous real estate projects annually ranging from large acreage acquisitions for parks, airport expansion, capital improvement projects to foreclosed residential properties, and requires the services of professional real estate appraisers. The purpose of this Initial Request for Participation (IRFP) is to establish an approved list of fee appraisers from which City departments, through the Department of Public Works, will contract to perform real estate appraisal services. Appraisal entities that meet the required qualifications set forth in this IRFP will be expected to execute the “on-call” appraisal services contract that is attached to this IRFP.

II. SCOPE OF SERVICES

Qualified and approved entities will be required to perform appraisals on all types of real property and comply with the Competency Rule and all other provisions of the Uniform Standards of Professional Appraisal Practice (USPAP). Approved entities will be required to prepare appraisal documentation on standard Freddie Mac Form 70, Fannie Mae Form 1004 and Summary Appraisal reports. Appraisers may also be required to prepare documentation and testify in hearings during Eminent Domain proceedings and/or in jury trials where cases were appealed.

It is the City’s desire to “bundle” properties requiring appraisal services to the extent possible to take advantage of the economies of scale for particular projects. The Department of Public Works, Real Estate Section will contact approved appraisal entities who have executed an on-call services contract to request appraisal services on behalf of all City departments. The following information will be provided by the City for each project:

- Plats and/or surveys when applicable;
- Legal description when plats/surveys are not required;
- Property addresses and field notes when applicable;
- Billing procedures and project point of contact

Fees for real estate appraisal services shall be negotiated by the Director, or his designee, on a project-by-project basis, and will take into consideration other factors, such as timeliness of appraisal report completion, complexity of project, etc.

The execution of the on-call services contract does not guarantee any specific issue of work to respondents to the IRFP.

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III. QUALIFICATIONS DOCUMENT REQUIREMENTS

Respondent's Qualifications Document shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the respondent's qualifications pursuant to the appraisal of property, and how Respondent proposes to accomplish and perform each task associated with the on-call appraisal services contract.
- B. RESPONDENT QUALIFICATIONS GENERAL QUESTIONNAIRE: Completed Respondent Qualifications General Questionnaire. (Attachment A)
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form. (Attachment B) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the Qualifications Document.
- D. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form. (Attachment C) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the Qualifications Document.
- E. REFERENCES AND QUALIFICATIONS:
 - 1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés of key personnel for services that Respondent proposes to perform.
 - 2. Relevant experience of Respondent as it relates to the scope of appraisal services contemplated by the IRFP.
 - 3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
 - 4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 - 5. Respondent shall provide three (3) references, preferably from municipalities, for whom Respondent has provided services. Include current phone number for each reference.
 - 6. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- F. SIGNATURE PAGE: Respondent must complete and include Signature Page with Qualifications Document. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the Qualifications Document. Qualifications Documents signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. (Attachment F)

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- G. QUALIFICATIONS CHECKLIST: Completed Qualifications Document checklist. (Attachment G)

Respondent is expected to examine this IRFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S QUALIFICATIONS DOCUMENT BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

IV. ACKNOWLEDGEMENT OF AMENDMENTS

Any changes or amendments to this IRFP will be posted on the City's website at <http://www.sanantonio.gov/IRFP/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a Qualifications Document. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication. Respondent must also notify City if Respondent wishes to receive copies of amendments to this IRFP by mail.

V. SUBMISSION OF QUALIFICATIONS DOCUMENTS

- A. Respondent shall submit five (5) copies of the Qualifications Document, the original signed in ink, in a sealed package, clearly marked on the front of the package "**Professional Real Estate Appraisal Services IRFP.**" Qualifications Documents must be received in the City Clerk's office no later than 2 p.m. central time, January 27, 2004 at the address below. **Qualifications Documents received after this time shall be considered by the City for addition to the approved list of fee appraisers.**

Mailing Address:

City Clerk's Office, Attn: Public Works Department, Real Estate Section
P.O. Box 839966,
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Public Works Department, Real Estate Section
100 Military Plaza
2nd floor, City Hall
San Antonio, Texas 78205.

Qualifications Documents sent by facsimile or email will not be accepted.

- B. Qualifications Document Format: Each Qualifications Document shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Maximum number pages allowed shall be 25, including required attachments. Each page shall be numbered. Electronic files shall not be included as part of the Qualifications Document; compact disks and/or computer disks submitted as part of the Qualifications Document shall not be considered. Each Qualifications Document must include the sections and attachments in

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the sequence listed in the Qualifications Document Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the Qualifications Document.

- C. Respondents who submit responses to this IRFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Qualifications Document.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its Qualifications Document, the Director of the Public Works Department shall have the discretion, at any point in the contracting process, to suspend consideration of the Qualifications Document.

- D. All provisions in Respondent's Qualifications Document, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a Qualifications Document is accepted, throughout the entire term of the contract.
- E. All Qualifications Documents become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Qualifications Document, the Pre-Qualifications Document conference, if any, or during any phase of the selection process, shall be borne solely by Respondent

VI. RESTRICTIONS ON COMMUNICATION

Once the IRFP has been released, Respondents are prohibited from communicating with City staff or City officials regarding the IRFP or Qualifications, with the following exceptions:

- A. Questions concerning this IRFP shall be directed, in writing only, to the Public Works Department, Real Estate Section, attn: Steve Hodges, Real Estate Manager, P.O. Box 839966, San Antonio, TX 78205. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at 207-4034 or

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shodges@sanantonio.gov. No inquiries or questions will be answered if received after 4:30 P.M. on Monday, January 12, 2004, to allow ample time for distribution of answers and/or amendments to this IRFP. Respondents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing prior to the date and time the questions are due.

- B. Respondent shall not contact City employees before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his Qualifications Document from consideration.
- C. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

VII. AWARD OF CONTRACTS AND RESERVATION OF RIGHTS

- A. City reserves the right to award more than one or no contract(s) in response to this IRFP.
- B. The Contracts will be awarded to the Respondent(s) whose Qualifications Document(s) meet the minimum qualifications as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Qualifications Document in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate IRFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more Qualifications Documents or reject any or all Qualifications Documents received in response to this IRFP, and to waive informalities and irregularities in the Qualifications Documents received. City also reserves the right to terminate this IRFP, and reissue a subsequent solicitation, and/or remedy technical errors in the IRFP process.
- E. This IRFP does not commit City to enter into a Contract, award any services related to this IRFP, nor does it obligate City to pay any costs incurred in preparation or submission of a Qualifications Document or in anticipation of a contract.
- F. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- G. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or

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a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the City, as defined in Part B, Section 10 of the City's Ethics Code. (Discretionary Contracts Disclosure – Attachment B)

In addition, Appraisal entities must certify that either its principals and/or employees, directly or indirectly, have any financial or personal interest in or to any tract, piece or parcel of land included within the limits of a particular parcel or project requiring real estate appraisal services.

- H. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

VIII. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this IRFP:

IRFP Solicitation Period	December 28, 2003
Final Questions Accepted	January 12, 2004
Qualifications Documents Due	January 27, 2004, 2:00 PM
Execution of On-Call Services Contracts	March 2004

IX. CERTIFICATIONS

Respondent warrants and certifies that Respondent and any other person designated to provide real estate appraisal services hereunder is State Certified or Licensed by the Texas Appraiser Licensing and Certification Board. Respondent certification from the Appraisal Institute is highly desired.

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ATTACHMENT A

RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

Please fully address the following questions. Also include any other relevant information necessary to characterize the qualifications of your organization to conduct the appraisal services sought by this IRFP. (Please attach additional pages if necessary)

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone/FAX: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out the duties sought by this Request for Qualifications?
Yes ☐ No ☐
5. Is your Company authorized and/or licensed to do business in Texas?
Yes ☐ No ☐
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in San Antonio, Texas?
Yes ☐ No ☐
b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?
_____ (years) _____ (months)
c. State the number of full-time employees at the San Antonio office. _____
8. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?
Yes ☐ No ☐
b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?
_____ (years) _____ (months)
c. State the number of full-time employees at the Bexar County office. _____

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9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ☐ No ☐

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the City may contact concerning your Qualifications Document or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes ☐ No ☐.
If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

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14. Please list the number of years/months your business has been offering appraisal services.

15. How many appraisers are employed by your firm?

16. Please list the types of professional certifications and numbers held by you and your staff which are related to providing appraisal services:

Name Texas Appraiser License/Certification Number

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17. Are you and/or your staff members of the Appraisal Institute? If so, please state the designation(s) held:

Name Appraisal Institute Designation (MAI, SRPA or SRA)

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18. Please state the number of appraisals for which a fee or salary was received for the past two (2) years for the following categories:

Year	Residential	Commercial	Industrial	Undeveloped	Other/Special Purpose

19. Please provide a summary of your firm's experience with condemnation proceedings:

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20. Please provide some detail on your experience in teaching, supervising and reviewing of appraisals:

21. On average, how long does it take your firm to provide an appraisal report for any given project?

Residential _____ days/weeks

Commercial _____ days/weeks

Industrial _____ days/weeks

Undeveloped _____ days/weeks

Special Purpose _____ days/weeks

23. Please provide references for recent, similar projects that have been performed by your firm.

Project Name	Point of Contact	Phone No.	Address

24. State any other qualifications you have that, in your opinion, especially fit you to provide the City of San Antonio with appraisal services:

25. Please list your memberships in professional and civic organizations:

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ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

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City of San Antonio
Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

--

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

--

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

--

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

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¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

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(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

--

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a Qualifications Document for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Qualifications Documents

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

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ATTACHMENT C

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your Qualifications Document from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Qualifications Document.

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ATTACHMENT D

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this IRFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Department of Public Works, Real Estate Section, Attn: Steve Hodges. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Department of Public Works, Real Estate Section, Attn: Steve Hodges, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

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The contractor shall maintain, for the duration of this agreement and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Texas, in the following types of amounts:

TYPE	AMOUNT
A) Worker's Compensation and Employer's Liability including a waiver of subrogation in favor of the City.	Statutory \$500,000/\$500,000/\$500,000
B) Commercial General (Public) Bodily Injury and Property Damage Liability - to include coverage where exposure exists: 1) Premises/Operations 2) Independent Contractors 3) Products/Completed Operations 4) Personal Injury 5) Contractual Liability 6) Explosion, Collapse and underground property damage*	\$500,000 per occurrence,
C) Business Automobile Liability Insurance - to include coverage for: 1. Owned/Leased Automobiles 2. Non-Owned Automobiles 3. Hired Automobiles *Where Applicable	\$1,000,000 Combined Single Limit per occurrence.*

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Risk Management
P. O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Department of Public Works
P.O. Box 839966
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent’s or its subcontractors’ performance of the work covered under the Agreement. It is agreed that Respondent’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

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ATTACHMENT E

INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

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**ATTACHMENT F
SIGNATURE PAGE**

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
☐ Partnership or Joint Venture
☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Qualifications Document Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Qualifications Document as required by this IRFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this IRFP, Respondent will be able and willing to execute a contract in the form shown in the IRFP, as attached and set out in Attachment H, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this IRFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in Attachments D & E.
3. If awarded a contract in response to this IRFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Qualifications Document and during Qualifications Document process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of Qualifications Document from consideration.
5. Respondent agrees to fully and truthfully submit a General Questionnaire and with understanding failure to fully disclose requested information may result in disqualification of Qualifications Document from consideration or termination of contract, once awarded.

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ATTACHMENT G

QUALIFICATIONS DOCUMENT CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its Qualifications Document.

Document	Check or Initial to Indicate Document is Attached to Qualifications Document
Executive Summary	
Respondent Qualification General Questionnaire (Attachment A in IRFP)	
*Discretionary Contracts Disclosure (Attachment B in IRFP)	
Litigation Disclosure (Attachment C in IRFP)	
References and Qualifications (Qualifications Document Requirements Section of IRFP) <ul style="list-style-type: none">• Résumés of key personnel• 3 references	
Annual Financial Statement	
Qualifications Document Checklist	
*Signature Page	
7 Copies of Qualifications Document	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of Qualifications Document.**

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ATTACHMENT H

DRAFT APPRAISAL SERVICES CONTRACT

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CONTRACT FOR APPRAISAL SERVICES

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

THIS CONTRACT, entered into by and between the CITY OF SAN ANTONIO, State of Texas, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Appraiser," in words and figures as follows, to-wit:

WITNESSETH THAT:

WHEREAS, the City desires to obtain an appraisal of certain properties (hereinafter referred to as the "property, or collectively the "properties") including all improvements, structures, appurtenances, or other elements of value. The term "property" as used herein means any contiguous tract of land in the same ownership whether such tract consists of one or more platted lots or a fractional part thereof; and

WHEREAS, the Appraiser represents that he or she (hereinafter "he") is authorized and qualified to make such appraisals of the properties as the City might assign to him.

NOW, THEREFORE, the City and the Appraiser, for the considerations and under the conditions hereinafter set forth, do agree as follows:

1. a. Appraiser acknowledges that he is one of several appraisers qualified to provide appraisal services to the City. In the future and pursuant to the terms hereof, a Work Order may be issued by the City to Appraiser for appraisal services of specific property at a mutually agreeable lump sum fee to be completed within a specified number of calendar days. Subsequent to issuance of the Work Order, any and all changes to the appraisal services, price, and/or completion date shall be documented in writing and shall become part of each Work Order. Execution of this contract does not guarantee issuance of Work Orders
- b. Appraiser represents he is familiar with recognized appraisal practices and with the standards required for determining values. Further, Appraiser shall comply with the Competency Rule, and all other provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), and all provisions of applicable laws, ordinances, and regulations. Appraiser shall provide all services in the same or better manner customary in the industry and in all cases these services shall be accepted by City only upon City's reasonable approval and satisfaction.

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2. The term of this contract shall commence upon full execution hereof and terminate two (2) years thereafter; however, the City reserves the right to exercise up to two (2) one (1) year options to renew the contract at the sole discretion of the Director of the Public Works Department or his designee. If funding for the contract is not appropriated at the time the contract is executed, the City retains the right to terminate the contract at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.
3. The Appraiser agrees to:
 - a. Make a personal inspection of each property assigned to him/her for appraisal, including all improvements, structures, appurtenances, or other elements of value and to advise the City, in a written report, of his opinion of the fair market value of each property. The Appraiser shall give the property owner or the representative of the property owner, an opportunity to accompany the Appraiser during his detailed inspection of the property. The Appraiser shall include in his appraisal report a statement that he contacted the owner. The Appraiser shall, to the extent practicable, ascertain the rights of all parties in possession of the property and will not show partiality to either owner or City, but shall give a fair and unbiased appraisal. If the Appraiser's inspection or investigation discloses a sale of a portion of the property by an unrecorded contract of sale or otherwise, the Appraiser shall furnish separate reports for each separately owned portion of the property. If another Appraiser is also to appraise the same property, the Appraiser may make his inspection with such other Appraiser, but must otherwise prepare his appraisal report independently.
 - b. Verify, insofar as is practicable, all recent sales of the property appraised, and all recent sales of comparable property which the Appraiser has taken into consideration as reflecting the fair market value of the property appraised. Such verification shall include interviewing the seller, buyer, agent, or any other person known to have participated in the transaction, to ascertain the consideration, the terms and conditions of the sale, any special factors affecting the amount of the consideration, and the actual condition of the property at the time of transfer.
 - c. Deliver the completed appraisal report within the number of calendar days specified in the Work Order upon receipt of written notice from the City to proceed with the appraisal.
 - d. Retain a copy of each appraisal report and all notes and records germane to the appraisal for three (3) years after delivering the appraisal report to the City or until the property is acquired by the City, or its proposed acquisition of the property is abandoned, whichever is the latter.

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4. The form and substance of the appraisal report shall conform to recognized appraisal practices and to the principles of evaluating property for determining values.
5. The appraisal report shall utilize standard Freddie Mac Form 70, Fannie Mae Form 1004 or Summary Appraisal report, and shall contain, but not be limited to, the following:
 - a. The Appraiser's opinion of the fair market value of each property appraised including improvements, fixtures, structures, appurtenances, and other elements of value. In the event the property is improved, the Appraiser shall state the age, dimensions, kind, character and condition of each of the various structures, improvements, or fixtures pertaining to the property together with the Appraiser's opinion of the property's highest and best use and an allocation of the value and utility of each and every element of value in relation to the highest and best use to which the property, in the Appraiser's opinion, is adaptable. The report shall include a photograph of the property.
 - b. A complete description of any unlawful condition existing on, or use, or occupancy of the property being appraised.
 - c. The names and addresses of the owners of the property and the date and place of recording of the instrument of conveyance under which the owners claim title.
 - d. The assessed value of the property and the amount of the current real estate tax levy.
 - e. A statement showing most representative recent sales of the property appraised, and a statement of the most representative sales of comparable property which the Appraiser has taken into consideration in estimating the fair market value of the property. The statement covering sales of comparable properties shall indicate the factors of comparability and shall set forth the addresses of each property and its condition, the date of transfer, and a map, diagram, or other information indicating the location of such sales in relation to the subject property.
 - f. A scale plat, legal description, and street address of the property being appraised.
 - g. In the event of severance of the property, an opinion of the fair market value of the whole prior to severance, the fair market value of the part taken, the fair market value of the remainder after the severance, the damage to the remainder resulting from the severance, and the nature and effect of any severance damages. The Appraiser shall be entitled to an additional fee as

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provided in the Work Order when preparation of this portion of each appraisal is requested and the appraisal is completed.

- h. A statement of the rental value of the property and a history of the rental history if any.
 - i. A statement as to existing utilities and the adequacy thereof with respect to service available to the property, a description of the character of street improvements proximate to the site of the appraised property; and a statement describing transportation, school, churches, parks, retail, and other desirable facilities proximate to the site of the appraised property.
 - j. A statement as to whether or not the property or any portion thereof is subject to special assessments; and, the nature, amount and number of years during which payments must be made.
 - k. A statement of all factors taken into consideration by the Appraiser believed by him to influence, either favorably or unfavorably, the market value of the property; together with a statement concerning the activity of the real estate market in the immediate area during the past few years and a statement of current market conditions.
- 6. All incomplete, inaccurate, or defective work shall be remedied by Appraiser on demand by City and within such time specified by the City at no cost to the City. Failure to timely provide the report to City, failure to use the requisite form of report and/or make corrections as required may result in disqualification of the Appraiser from consideration for future appraisal work for the City.
 - 7. In the event that the testimony of the Appraiser is required in any legal proceedings, eminent domain proceedings, and/or jury trials, the Appraiser agrees to appear as a witness on behalf of the City and agrees that the fair and reasonable compensation for his services shall be the sum provided in the Work Order for each full day's attendance in court and/or pretrial preparation. In the event such attendance shall be for less than eight (8) hours, compensation shall be calculated at the rate provided in the Work Order. The Appraiser shall keep such personal records of all details with respect to the appraisal of property as will enable the Appraiser to testify.
 - 8. The City shall provide a Work Order to Appraiser for each property to be appraised. The property shall be described by plat, legal description, street address, and/or dimensions as deemed feasible by City. The Work Order shall also provide numerical designations for each property which shall correspond with the numbers to be used by Appraiser in his report.
 - 9. It is understood and agreed that the Appraiser shall receive compensation for appraisal services performed as set forth and authorized in the Work Order.

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10. The City may at any time by notice in writing to the Appraiser exclude any property or properties from the Work Order. In such event, equitable adjustment shall be made for all work completed and accepted prior to such exclusion and for any amount of work or services performed to the date of such exclusion
11. The Appraiser may assign his proceeds under this contract. The Appraiser may not assign his obligations and duties under this contract. This contract may be assigned by the City.
12. The Appraiser acknowledges this appraisal report and conclusions are for the confidential information of the City and Appraiser agrees he will not disclose the report nor his conclusions therein, in whole or in part, to any person whatsoever, other than to submit his written report to the City, and that he will only discuss the appraisal report with the City or its authorized representatives, unless and until called upon to testify in relation to such report and conclusions under oath in a judicial forum for the purpose of determining fair market value.
13. This contract may be cancelled by either party upon written notice, provided such notice specifies an effective date for cancellation of not less than sixty (60) calendar days from the date such notice is received. Upon any termination or upon completion of this contract, all files, computer discs and materials, and working papers, documents, and any other materials created pursuant to this contract shall be and remain the property of the City and shall be delivered at no cost to the City upon the effective date of cancellation. The City may terminate this contract immediately for cause (which may include Appraiser's failure to provide services to the City's reasonable satisfaction). The duties and responsibilities of the Appraiser shall remain in full force and effect during any notice of termination period.
14. The Appraiser shall proceed with the work hereunder in sequence as each Work Order is received unless directed otherwise by City. It is understood and agreed that time is of the essence with regard to the performance of each Work Order.
15. The Appraiser agrees he shall not have any interest in any property to be appraised (including as real estate agent or broker), direct or indirect, present or prospective, in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of his services and the submission of impartial reports, and agrees he shall not employ and will not employ, in connection with the services to be furnished hereunder, any person having any such interest in the property. Until such property is acquired by the City or excluded from its project, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire interests and will not for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.

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16. During the performance of this contract, the Appraiser agrees as follows:
 - a. The Appraiser shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser shall take affirmative action to ensure that applicants are selected, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser shall post its non-dissemination policy in a conspicuous location available to employees and applicants.
 - b. In all solicitations or advertisements for employees Appraiser shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
17. Appraiser shall provide City three (3) duplicate original appraisal reports. Appraiser acknowledges that, when required by state law, a copy of the appraisal report shall be provided to the property owner(s). Appraiser agrees to comply with all applicable laws and regulations with regard to preparation and distribution of the appraisal report.
18. Employees, representatives, agents and volunteers of Appraiser engaged in work requested by City shall be considered employees, representatives, agents or volunteers of Appraiser only and not of the City. Any and all claims that may result from any obligation for which Appraiser may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Appraiser and not of City.
19. Prior to the commencement of any work under this contract, Appraiser shall furnish an original completed Certificate(s) of Insurance to the Director of the Public Works Department and City Clerk's Office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be provided directly from the agent to the City.

Appraiser shall maintain at all times contract liability insurance including, without limitation, to cover the indemnification required herein. Any time required by City, an original certified copy of an insurance certificate, originating from Appraiser's agent or insurance broker must be submitted by Appraiser to City no later than ten (10) days from the date of such request.

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The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period and to modify insurance coverages and limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the contract.

Subject to the right to maintain reasonable deductibles in such amounts as are approved by City, Appraiser shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at Appraiser's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-or better by A.M. Best Company and/or otherwise acceptable to the City, as approved by the Risk Manager, in the following types and amounts:

1. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
2. Worker's Compensation and Employer's Liability including a waiver of subrogation in favor of the City	Statutory \$500,000/\$500,000/\$500,000
3. Commercial General (Public) Bodily Injury & Property Damage Liability - to include coverage where exposure exists: Premises/Operations Independent Contractors Products/Completed Operations Personal Injury Contractual Liability Explosion, Collapse & Underground Property Damage where applicable	\$500,000 per occurrence
4. Business Automobile Liability Insurance to include coverage for: Owned/Leased Automobiles Non-Owned Automobiles Hired Automobiles	\$1,000,000 Combined Single Limit per occurrence where applicable

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto, and may require the deletion, revision, or

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modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Appraiser shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the Director of the Public Works Department within 10 days of the requested change. Appraiser shall pay any costs incurred resulting from said changes.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Appraiser shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Appraiser knows of said change in advance, or within ten (10) days notice after the change, if the Appraiser did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
Director, Public Works Dept.
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

If Appraiser fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the contract; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Appraiser to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Appraiser's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Appraiser to stop work hereunder, and/or withhold any payment(s) which become due to Appraiser hereunder until Appraiser demonstrates compliance with the requirements hereof. Appraiser's insurance shall be deemed primary with respect to any insurance or self insurance carried by City for liability arising out of operations under this contract.

20. **APPRAISER hereby covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to APPRAISER's activities under this CONTRACT, including any acts or omissions of APPRAISER any agent, officer, director, representative, employee, consultant or subcontractor of APPRAISER, and their respective officers, agents, employees, directors and**

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representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. APPRAISER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or APPRAISER known to APPRAISER related to or arising out of APPRAISER's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at APPRAISER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving APPRAISER of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by APPRAISER to INDEMNIFY, DEFEND, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. APPRAISER further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

21. Appraiser certifies, and the City relies thereon in execution of this contract, that neither Appraiser nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). Appraiser shall provide immediate written notice to the Director of Public Works if, at any time during the term of this contract, including any renewals hereof, Appraiser learns that its certification was erroneous

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when made or has become erroneous by reason of changed circumstances. Appraiser's certification is a material representation of fact upon which the City has relied in entering into this contract. Should City determine, at any time during this contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the City may terminate this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in triplicate on this _____ day of _____, 200__.

CITY OF SAN ANTONIO

BY: _____